

Cleburne Independent School District
505 N. Ridgeway Drive
Cleburne, TX 76033

May 5, 2006

Letter of Appeal
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 96-45
CC Docket No 02-6

Request for Review of Commitment Adjustment Letter, dated March 8, 2006, re
Form 471 Application Number 449621 (Funding Request Number 1242875)¹

Application Information

Entity	Cleburne Independent School District
BEN	140850
Funding Year:	FY8 (2005)
Form 471 Application Number:	449621
Funding Request Number:	1242875
Related SPIN:	143027626
Service Provider	Charter Fiberlink TX-CCO, LLC

Language from Commitment Adjustment Letter that is the basis of Request for Review:

"During the course of a review it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the applicant provided a copy of the contract² showing the the applicant signed on 1/27/05 and the service provider signed the contract on 2/25/05. This date is after the 471 receipt/certification Date of 1/28/05. FCC rules require applicants to have a contract, signed by both parties and dated, at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a signed contract in place at the time of submission of the Form 471, the commitment has been rescinded in full."

Request for Review

We request reversal of the Schools and Libraries Division (SLD) decision to rescind their funding commitment to FRN 1242875, and that they be required to fund this FRN in full for \$108,750.40, per page 13 of their Funding Commitment Decision Letter of July 27, 2005³. Our request is based upon several interlinking arguments:

¹ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Jerry Smith, Cleburne Indep School District (dated March 8, 2006) (Notification of Commitment Adjustment Letter).

² "Data Transport Service Agreement" made by Fiberlink Texas, C.C.O., L.L.C., d/b/a Charter Communications, and Cleburne Independent School District, dated January 27, 2005.

³ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Jerry Smith, Cleburne Indep School District (dated July 27, 2005) (Funding Commitment Decision Letter).

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1. The SLD makes an erroneous statement in the Commitment Adjustment Letter, dated March 8, 2006, that the "FCC rules require applicants to have a contract, signed by both parties."⁴ However, in the SLD's web site, instructions to applicants do not specify that a contract must be "signed by both parties" to meet requirements of FCC rules. The "Contracts" section of "Step 4: Contract Guidance" states "... FCC rules require that an applicant sign a contract with the service provider before signing and submitting a completed (certified) Services Ordered and Certification Form (Form 471)."⁵ The instructions further state that "Applicants must be able to demonstrate that it had a signed contract in place at the time it submitted the completed Form 471."⁶ It is clear that the FCC requires a valid, signed contract be in place, binding both parties, prior to the completion and certification of the Form 471. The existence of a valid, signed contract is addressed in our subsequent arguments.
2. The SLD compels both parties to this contract to adhere to Texas state contract law. The SLD's "Contract Guidance" defers to state contract law: "Contract definitions and requirements are contained in each state's or territory's contract law."⁷, further instructing that "Applicants must also comply with state contract law."⁸

In Texas, contract case law adheres to the "ratification" doctrine, which asserts that:

When parties by their conduct and action recognize contracts as subsisting and binding, this action is equivalent of ratification of contract. Conduct which in effect recognizes existence of contract when all relevant facts are known is "ratification" of that contract.⁹

In Missouri Pacific R. Co. v. Lely Development Corp.¹⁰, a Texas court cited many previous cases on the issue of ratification when it held:

Ratification occurs if a party recognizes the validity of a contract by acting or performing under the contract or by affirmatively acknowledging it.

In other words, if a party by its conduct recognizes a contract as valid, it ratifies the contract. For its part, the service provider Charter Fiberlink TX drew up the contract on Thursday, January 27, 2005, the date that Cleburne ISD signed the contract, and then reacted swiftly to the Cleburne's signing of the contract. The second workday following the contract signing, at 9:46 AM on Monday, January 31, 2005, Charter Senior Account Manager James Walker emailed Charter Network Engineer Lannie Lara asking Mr. Lara

to commence the construction process consisting of design of the physical plant, equipment requirements (both customer premises as well as any head-

⁴ COMAD Letter dated March 8, 2006; p.6.

⁵ Web page "Step 4: Contract Guidance – Schools and Libraries – USAC", URL: <http://www.universalservice.org/sl/applicants/step04/contract-guidance.aspx>; 2nd paragraph, 1st sentence.

⁶ Ibid: 2nd paragraph, 3rd sentence.

⁷ Ibid: 1st paragraph.

⁸ Ibid: 2nd paragraph, 2nd sentence.

⁹ Letter from Lummus, Hallman, Pritchard, & Baker, P.C. to Mike Bailey, Cleburne Independent School District, dated April 3, 2006; p.2.

¹⁰ Missouri Pacific R. Co. v. Lely Development Corp. 87 S.W.3d 787, 791 (Tex.App.-Austin 2002, pet. dismiss'd.).

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end equipment) and the process of collecting information with regards to point of entry into each school as well as location for the demark.¹¹

Eleven minutes later, Mr. Lara emailed a Charter engineer, Greg Piatt, instructions: "Please begin design of the other 8 locations for Cleburne ISD."¹²

Note that these steps were taken by Charter employees even though Mr. Walker, who had been instrumental in the contracting process between Charter and Cleburne, stated in his email to Mr. Lara: "I will be picking up signed contracts from Jerry Smith today for the additional 8 sites as well as 10 Mb of Internet Access."¹³ Charter's conduct and action clearly recognized the contract as subsisting and binding, recognized existence of contract when all relevant facts were known, including the signature status of the contract, thereby ratifying that contract.

3. In Texas case law, the "relation-back doctrine" recognizes January 27, 2006, as the effective contract date. The relation-back doctrine states that an act done at one time is considered to have been done at an earlier time in order to give effect to the parties lawful intentions.¹⁴ In Cain v. State¹⁵, the Texas Court held:

The relation-back doctrine holds that an act done at one time is considered to have been done at an earlier time ... The doctrine originated in equity but courts now apply it in any number of circumstances when it is necessary to effectuate justice.

The Court in Cain explained the doctrine when it held:

Broadly speaking, the relation-back doctrine may be applied to give effect to the parties' lawful intentions, preserve rights that would otherwise be lost, or afford a remedy when none would otherwise exist.

As discussed in argument #2 above, the contract was ratified by Charter through the actions of Charter employees on January 31st even in the absence of a Charter signature. The relation-back doctrine goes further and recognizes the ratifying actions of January 31st and signing of the contract by Charter on February 25, 2005, as having occurred at the date of the contract execution by Cleburne ISD, January 27, 2005.

It is clear from the documentation and the actions of both parties on January 27th that the contract was presented in final form by Charter to Cleburne for signing, and that Cleburne accepted the contract in that form by signing it. It is just as clear that, by the doctrines of ratification and relation-back in Texas contract case law, actions of Charter on January 31st and February 25th are to be regarded as having occurred on January 27th. The applicant, Cleburne, has demonstrated that they had a signed contract in place at the time of submission of the Form 471 on January 28th, 2005.

4. We take note of the second paragraph of the contract, which states: "This Agreement, and each service order will be effective only after both parties have

¹¹ Email from James Walker, Charter Communications, to Lannie Lara, Charter Business, dated January 31, 2006, 9:46 AM.

¹² Email from Lannie Lara, Charter Business, to Greg Piatt, Charter Business, dated January 31, 2006, 9:47 AM.

¹³ Email from James Walker to Lannie Lara.

¹⁴ Letter from Lummus, et al, to Mike Bailey.

¹⁵ Cain v. State, 882 S.W.2d 515, 516 (Tex.App.-Austin 1994, no writ).

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signed each document.”¹⁶ While this provision out of context could be cited to validate the contract only as of the signing by Charter on February 25, 2005, it is apparent that, under the ratification doctrine previously cited, actions by Charter employees on January 31, 2005, clearly recognized the contract as subsisting and binding, recognized existence of contract when all relevant facts were known, including the signature status of the contract, thereby ratifying that contract well before February 25, 2005. The ratifying actions of Charter employees nullify this clause insofar as it requires a physical signature – their actions serve as a legally binding ratification of the contract on the part of Charter.

Accordingly, we respectfully request the Commission reverse the Schools and Libraries Division (SLD) decision to rescind their funding commitment to FRN 1242875, and that they be required to fund this FRN in full for \$108,750.40, per page 13 of their Funding Commitment Decision Letter of July 27, 2005.

Request for Waiver

We offer an equally compelling approach for the Commission to use in reversing the impact of the SLD’s decision to rescind their funding commitment and in requiring the SLD to fund FRN 1242875 in full for \$108,750.40. We request the Commission waive its requirement for the contract between Cleburne and Charter to have a signature from Charter as of January 27, 2005.

In Illinois School for the Visually Impaired, Jacksonville, IL,¹⁷ the Commission granted the appeal of a decision by USAC rescinding funding already committed to the appellant, waiving Commission rules “that an applicant for schools and libraries funding must have a legally binding agreement in place when it submits its FCC Form 471.” The Commission cited precedents in stating that it

may waive any provision of its rules on its own motion and for good cause shown. A rule may be waived where the particular facts make strict compliance inconsistent with the public interest. In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.¹⁸

In regard to adherence to the intent of the bidding process, the Commission noted that

Competitive bidding requirements are necessary to ensure more efficient pricing for telecommunications and information services purchased by schools and libraries. ... while it missed the deadline, the Illinois School had a legally binding contract in place during the funding year and before the vendor began providing services. We find, therefore, that in these cases the policy behind the rule was satisfied even if the Illinois School did not technically meet the requirements of the rule.

We emphasize that our competitive bidding rules are a central tenet of the E-rate program, and a tool for preventing waste, fraud and abuse. Here, we

¹⁶ Data Transport Service Agreement, dated January 27, 2005.

¹⁷ Illinois School for the Visually Impaired, Jacksonville, IL, File No. SLD-41965, CC Docket No. 02-6, order released April 3, 2006.

¹⁸ *Ibid*, p. 3.

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note there is no evidence in the record that the Illinois School engaged in activity intended to defraud or abuse the schools and libraries program.¹⁹

As to the impact of the denial of Illinois School's request, the Commission stated:

we find that, for this applicant, denying its requests for funding would create undue hardship and prevent it from receiving E-rate funding.²⁰

In our appeal, we ask the Commission to consider both:

- The intent of their rules regarding the bidding and contract process (i.e.: to prevent fraud and to ensure fiscal responsibility) and
- The economic hardship that would be inflicted upon Cleburne Independent School District by an unjust and bureaucratic adherence to the letter of the law rather than its true intent.

Neither the PIA review process nor the process leading to issuance of the SLD COMAD letter raised any question regarding Cleburne's strict adherence to the bidding process established in the USAC 470/471 process.

- There was proper posting of the services required on their Form 470²¹ and observance of the 28 day bidding period.
- The contract was awarded to the lowest and best bidder, Charter Fiberlink TX after the allowable contract date of December 27, 2004.
- The contract was properly prepared by Charter and signed by Cleburne on January 27, 2005, prior to the submission of the Form 471.
- In the eyes of Texas contract case law, which according to SLD procedures governs this situation, the actions of both Charter and Cleburne ratified the contract and makes those actions retroactive to the January 27th signing date, as has been thoroughly discussed in the Request for Review section of this letter.

In short, both Cleburne and Charter have honored the entire funding request process up to the point of Charter's countersignature on the contract, a contract their actions clearly ratified. The intent of the Commission's process to prevent fraud and to ensure fiscal responsibility was scrupulously upheld. Denial on a technicality (one that is at odds with Texas contract case law) effectively undermines the purposes of the Universal Services program and is inconsistent with the public interest.

SLD's action to rescind \$108,750.40 funding brings economic hardship to the Cleburne community. Consider the following information regarding Cleburne's economic situation:

- Cleburne's spending per student of \$6,569 is 7.3% below the Texas state average of \$7,084, and the property wealth per student is 10.1% below the Texas state average.²²

¹⁹ Ibid, p. 3 and 4.

²⁰ Ibid, p. 4.

²¹ FCC Form 470 # 906900000514448 for funding year 7/1/2005 – 6/30/2006, posted and certified on 11/29/2004 by Cleburne Indep School District.

²² Report from the Texas Education Agency: "2004-05 Academic Excellence Indicator System" for Cleburne ISD, section II, p. 5 (Standardized Local Tax Base – Value per Student) and p. 6 (Total Operating Expenditures – All Funds – Per Student).

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- Most of the student population (53.2%) is economically disadvantaged and qualifies for Free and Reduced Lunch under the National School Lunch Program.²³

Cleburne acted upon its understanding of and commitment to the Commission's Universal Services E-rate program, fortified by the SLD's July 27, 2005, funding approval²⁴ of the Charter contract. Cleburne could not anticipate that its support of and adherence to the E-rate program would be undermined by a post-approval denial based, not on any hint of waste, fraud, or abuse, but upon a perceived technical flaw.

If the SLD decision is allowed to stand, programs will have to be cut to accommodate \$108,750 in community that already cannot afford even the Texas state average expenditure for its students. The effect of this action is to disenfranchise 16 students in Cleburne, a decision based on a technicality by a Federally sponsored program, at a time when the Federal government has mandated that No Child (be) Left Behind.

Accordingly, we respectfully request the Commission waive the requirement for the contract between Cleburne and Charter to have a signature from Charter as of January 27, 2005, and that it require the Schools and Libraries Division (SLD) to fund FRN 1242875 in full for \$108,750.40, per page 13 of their Funding Commitment Decision Letter of July 27, 2005.

Authorized person who can best discuss this Appeal with you

Richard Larson
32 N Beverwyck Rd. Suite 4
Lake Hiawatha, NJ 07034
Phone: (888) 249-1661 ext 709
Fax: (866) 534-1584
email: rlarson@erateconsulting.com

Authorized signature for this Appeal



Jerry Smith
Technology Director
Cleburne Independent School District
505 N. Ridgeway Drive
Cleburne, TX 76033
(817) 202-1138 (Voice)
(817) 202- (Fax)
jerry.smith@cleburne.k12.tx.us

Date: May 5, 2006

²³ FCC Form 471 # 449621 for funding year 7/1/2005 – 6/30/2006, posted and certified on 1/28/2005 by Cleburne Indep School District. Per Block 4 data, 3,283 students out of total district population of 6,170 qualify for the National School Lunch Program.

²⁴ FCDL of July 27, 2005, p. 13.

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Letter of Appeal
Federal Communications Commission

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Jerry Smith
CLEBURNE INDEP SCHOOL DISTRICT
505 N. RIDGEWAY DRIVE
CLEBURNE, TX 76033 5118



Universal Service Administrative Company
Schools & Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2005: 7/01/2005 - 6/30/2006

March 8, 2006

Jerry Smith
CLEBURNE INDEP SCHOOL DISTRICT
505 N. RIDGEWAY DRIVE
CLEBURNE, TX 76033 5118

Re: Form 471 Application Number: 449621
Funding Year: 2005
Applicant's Form Identifier: TelInt05
Billed Entity Number: 140850
FCC Registration Number:
SPIN Name: Charter Fiberlink TX-CCO, LLC
Service Provider Contact Person: Tamra Chancellor

Our routine review of Schools and Libraries Program funding commitments has revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, the Schools Libraries Division (SLD) of the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the adjustments to your funding commitment required by program rules, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the program rule violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for SLD to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of the Demand Payment Letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." Please see the "Informational Notice to All Universal Service Fund Contributors, Beneficiaries, and Service Providers" at <http://www.universalservice.org/fund-administration/tools/latest-news.aspx#083104> for more information regarding the consequences of not paying the debt in a timely manner.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Numbers you are appealing. Your letter of appeal must include the Billed Entity Name, the Form 471 Application Number, Billed Entity Number, and FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter specific and brief, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal electronically, please send your appeal to appeals@sl.universalservice.org using your organization's e-mail. If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Appeals Area of the SLD section of the USAC web site or by contacting the Client Service Bureau at 1-888-203-8100. We strongly recommend that you use the electronic appeals options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC web site, or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. Immediately preceding the Report, you will find a guide that defines each line of the Report.

The SLD is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on these Funding Request Numbers, a separate letter will be sent to the service provider detailing the necessary service provider action.

Please note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Please note the Funding Commitment Adjustment Explanation in the attached Report. It explains why the funding commitment is being reduced. Please ensure that any invoices that you or your service provider submit to USAC are consistent with program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division
Universal Services Administrative Company

cc: Tamra Chancellor
Charter Fiberlink TX-CCO, LLC

A GUIDE TO THE FUNDING COMMITMENT ADJUSTMENT REPORT

A report for each E-rate funding request from your application for which a commitment adjustment is required is attached to this letter. We are providing the following definitions for the items in that report.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each individual request in your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 471.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the applicant and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This number will only be present for "site specific" FRNs.

ORIGINAL FUNDING COMMITMENT: This represents the original amount of funding that SLD had reserved to reimburse you for the approved discounts for this service for this funding year.

COMMITMENT ADJUSTMENT AMOUNT: This represents the amount of funding that SLD has rescinded because of program rule violations.

ADJUSTED FUNDING COMMITMENT: This represents the adjusted total amount of funding that SLD has reserved to reimburse for the approved discounts for this service for this funding year. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.

FUNDS DISBURSED TO DATE: This represents the total funds that have been paid to the identified service provider for this FRN as of the date of this letter.

FUNDS TO BE RECOVERED FROM APPLICANT: This represents the amount of improperly disbursed funds to date as a result of rule violation(s) for which the applicant has been determined to be responsible. These improperly disbursed funds will have to be recovered from the applicant.

FUNDING COMMITMENT ADJUSTMENT EXPLANATION: This entry provides an explanation of the reason the adjustment was made.

**Funding Commitment Adjustment Report for
Form 471 Application Number: 449621**

Funding Request Number:	1242875
Services Ordered:	TELCOMM SERVICES
SPIN:	143027626
Service Provider Name:	Charter Fiberlink TX-CCO, LLC
Contract Number:	2
Billing Account Number:	
Site Identifier:	140850
Original Funding Commitment:	\$108,750.40
Commitment Adjustment Amount:	\$108,750.40
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$0.00
Funds to be Recovered from Applicant:	\$0.00

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the course of a review it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the applicant provided a copy of the contract showing the the applicant signed on 1/27/05 and the service provider signed the contract on 2/25/05. This date is after the 471 receipt/certification Date of 1/28/05. FCC rules require applicants to have a contract, signed by both parties and dated, at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a signed contract in place at the time of submission of the Form 471, the commitment has been rescinded in full.

**PLEASE SEND A COPY OF THIS PAGE WITH YOUR
CHECK TO ENSURE TIMELY PROCESSING**

Filing Purposes Only:

Customer Name in Billing: _____

Customer Account #: _____

Proposed Installation Date: _____

**DATA TRANSPORT SERVICE AGREEMENT**

This Data Transport Service Agreement ("Service Agreement" or "Agreement") is made this January 27, 2005, by and between Fiberlink Texas, C.C.O., L.L.C., d/b/a Charter Communications ("Charter Business" or "Charter") with local offices at 4800 Blue Mound Road, Fort Worth, TX. 76105 and Cleburne Independent School District, ("Customer") with offices located at 505 N. Ridgeway, Cleburne, TX 76033.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. This Agreement, and each Service Order will be effective only after both parties have signed each document.

SERVICE ORDER**Under the Data Transport Service Agreement**

THE PARTIES AGREE TO THE FOLLOWING SERVICE ORDER TERMS WHICH FORM A PART OF AND ARE INCORPORATED INTO THE SERVICE AGREEMENT:

CUSTOMER INFORMATION:

Account Name: Cleburne Independent School District
 Invoicing Address: 505 N. Ridgeway, Cleburne, TX 76033
 Invoicing Special Instructions: _____
 Customer Federal Tax ID#: 75-8000728

1. SITE-SPECIFIC INFORMATION.

☒ NEW ☐ RENEWAL ☐ CHANGE Specify: New Customer

Service Location (Address): Cleburne ISD 505 N. Ridgeway, Cleburne, TX 76033

Service Location Name (for purposes of identification):

Administrative Offices 505 Ridgeway, Cleburne, TX. 76033
 Cleburne High School 1501 Harlin Drive, Cleburne, TX. 76033
 Fulton 311 Featherstone, Cleburne, TX. 76033
 Adams Elementary 1005 Anglin, Cleburne, TX. 76003
 Coleman Elementary 820 Westhill Drive, Cleburne, TX. 76003
 Cooke 902 Phillips, Cleburne, TX. 76003
 Irving Elementary 1108 N. Anglin, Cleburne, TX. 76003
 Gerard Elementary 1212 S. Hyde Park, Cleburne, TX. 76003
 Long 425 N. Granbury, Cleburne, TX. 76003
 Marti Elementary 2020 W. Kilpatrick, Cleburne, TX. 76003
 Maintenance Facility 2403 N. Main St., Cleburne, TX. 76003

Charter provided:

Charter will install the fiber-optic cable into each customer site listed above and in future Service Orders. The parties hereby acknowledge that Charter will also supply an edge device at each site that will be capable of receiving the service as specified in the Service Order(s).

Charter will terminate the fiber-optic cable on a patch panel at an agreed upon Minimum Point of Penetration (MPOP) 50 (fifty) feet within each facility. If the Customer's computer closet exceeds this distance, the Customer may be responsible for any additional costs that may be incurred for internal wiring.

The Data Transport Service that the Customer will receive is single-mode, Gigabit (1000 Mbps), private point-to-point fiber connections between the sites as identified above and future Service Order(s) and the Administration Offices. Ethernet or Gigabit GBIC interfaces will be available to the Customer for hand-off.

Customer Initial: AD

CONFIDENTIAL

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Customer Provided:

The Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel. It is recommended that the Customer provide a separate 20 Amp 110V AC circuit for the edge electronics that is powered by a UPS system. Customer-supplied routing will be necessary for communication between each site.

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Jerry Smith	
Phone		817-202-1138	
Fax			
Cell			
Pager			
Email Address			

MONTHLY SERVICE FEES

Service Locations	
Administrative Offices 505 Ridgeway, Cleburne, TX. 76033	\$ 780.00
Cleburne High School 1501 Harlin Drive, Cleburne, TX. 76033	\$ 780.00
Fulton 311 Featherstone, Cleburne, TX. 76033	\$ 780.00
Adams Elementary 1005 Anglin, Cleburne, TX. 76003	\$ 780.00
Coleman Elementary 920 Westhill Drive, Cleburne, TX. 76003	\$ 780.00
Cooke 902 Phillips, Cleburne, TX. 76003	\$ 780.00
Irving Elementary 1108 N. Anglin, Cleburne, TX. 76003	\$ 780.00
Gerard Elementary 1212 S. Hyde Park, Cleburne, TX. 76003	\$ 780.00
Long 425 N. Granbury, Cleburne, TX. 76003	\$ 780.00
Marli Elementary 2020 W. Kilpatrick, Cleburne, TX. 76003	\$ 780.00
Maintenance Facility 2403 N. Main St., Cleburne, TX. 76003	\$ 780.00
MONTHLY SERVICE FEES	\$8,580.00

ONE-TIME CHARGES

One-time Charges for eight (8) new locations consist of a per site charge of \$5,500.00. This charge includes the installation of each site's electronics and connectivity of the fiber cable at the Minimum Point of Penetration (MPOP)

\$ 44,000.00

ONE-TIME CHARGES \$44,000.00**2. TOTAL FEES.**

Total Monthly Service Fees of \$8,580.00 are due upon receipt of the monthly invoice.
Total One-Time Charges of \$44,000.00 are upon receipt of the first monthly invoice.

3. **SERVICE PERIOD.** The Initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall continue or automatically renew for successive one-month terms at Charter's then-current applicable business rates, unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

E-rate Contingency:

The Agreement will serve as a binding contract between Charter and the Customer for submission to the Schools and Libraries Division. The requirement of performance of respective obligations hereunder by the parties, however, shall be contingent upon notification of (i) acceptance/approval of this Agreement by the Schools and Libraries Division and (ii) an award of E-rate funding therefore by the Schools and Libraries Division.

In the event less than the requested E-rate funding is awarded, the Customer shall have the option of either (A) re-negotiating the Agreement in good faith or (B) paying Charter directly for any shortfall in amounts necessary to pay the Installation Fee, Monthly Service Fees, any other amounts required hereunder after application of the E-rate funding amounts awarded by the Schools and

➔ Customer Initial: AP

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Libraries Division. Customer must provide Charter with written notice of its election hereunder within twenty (20) days of receiving notification from the Schools and Libraries Division regarding the award of E-rate funding. In the event Customer's election notice is not received by Charter within twenty (20) days of the date of award notification by the Schools and Libraries Division, the aforementioned option (B) shall be deemed to have been chosen and the Customer shall remain responsible for fulfillment of the obligations set forth in the Agreement thereafter. For purposes of clarification regarding timing, performance of obligations under the Agreement by both parties shall be deemed to be required in accordance herewith beginning with the date of an affirmative or default choice by Customer of option (B) described hereinabove.

4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Standard Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Fiberlink Texas, CCO., LLC (d/b/a Charter Communications)

By: Charles H. McElroy
 Name: Charles H. McElroy
 Title: SVP Operations - SE Division
 Date: 2/25/05

Charter Sales Representative:

Name: James Walker

Sales Code: 2049

Telephone: (817) 740-6577

Fax: (817) 740-0000

Cleburne Independent School District

By: Robert Demron
 Name: Robert Demron
 Title: Supt.
 Date: 1/27/05

➔ Customer Initial: RD

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STANDARD TERMS OF SERVICE

1. **SERVICE.** Charter agrees to provide the Services during the Service period to the Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are fully functional in all material respects and available for use as described in a Service Order (the "Turn-up Date"), notice of which Charter shall provide to Customer, and continuing for the number of months specified in the Service Order(s).
2. **STANDARD PAYMENT TERMS.** Customer agrees to pay the monthly Service fees and one-time charges as set forth in the Service Order(s) incorporated under this Service Agreement by execution thereof by the parties. "Monthly Service Fees" is the amount specified as the monthly fee to be paid by the Customer for the Services. "One-Time Charges" include, but are not limited to, construction, Service installation charge(s), repair, replacement, or any non-recurring charges. "Service Installation Charge" is the amount specified as the fee for installation of equipment and network facilities. "Equipment" means components including, but not limited to, any gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub or communications lines/cables that makes up the network of Charter-provided Equipment, facilities and materials (the "Network") necessary to provide the Services.
 - (a) **Monthly Service Fees.** Customer agrees to pay Monthly Service Fees in advance of the provision of the Services. Monthly Service Fees are due upon receipt of the invoice.
 - (b) **One-Time Charges.** Customer agrees to pay the One-Time Charges as described on the applicable Service Order(s).
 - (c) **Taxes, Fees and Government Charges.** Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), arising under this Agreement, including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees.
 - (d) **Charges for Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations at a site and requested by Customer subsequent to executing a Service Order for that site, are the sole financial responsibility of Customer. Charter shall notify Customer, orally or in writing, of any additional One-Time Charges and/or adjustments to Monthly Service Fees associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to object to such additional charges within three (3) days of receiving such notice shall be deemed an acceptance by Customer of such charges. Customer shall be assessed such additional One-Time Charges and/or adjusted Monthly Service Fees, either (i) in advance of implementation of the change request or (ii) beginning on the Customer's next and/or subsequent invoice(s).
 - (e) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network facilities supplied by Charter necessitates a visit to the Customer site for inspection, correction or repair, Charter shall charge Customer a site visit fee as well as charges for any Equipment or Network repair or replacement necessary to restore Service.
 - (f) **Invoicing Errors.** Customer must provide notice to Charter of any invoice errors or disputed charges within thirty (30) days of the invoice date on which the errors and/or disputed charges appear in order for Customer to receive any credit that may be due.
 - (g) **Late Fees.** If Customer fails to pay an invoice within thirty (30) days of issuance, Charter will issue a notice of late payment. Customer will be charged a late fee of not more than five percent (5%) per month on any outstanding past-due balance.
 - (h) **Non-Payment.** If Services are disconnected because Customer does not pay the invoice, Charter may, in its sole discretion, require that Customer pay all past due charges, a reconnect fee, and a minimum of one month's Monthly Service Fees in advance before Charter will reconnect Services.
 - (i) **Returned Checks, Bankcard or Credit Card Charge-Backs and Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.
 - (j) **Collection Fees.** Customer shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
3. **SERVICE LOCATION ACCESS AND INSTALLATION.**
 - (a) **Access.** Customer shall provide Charter with reasonable access to each Service Location listed on a Service Order as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns and/or controls the Service Location(s) Customer grants to Charter permission to enter the site(s) for the exercise of such right. If a site is not owned and/or controlled by Customer then Customer will obtain, with Charter's assistance, appropriate right of access. If Customer is not able to gain right of access for a site from owner and/or controlling party, Charter's obligations under this Agreement and the appropriate Service Order for such site are terminated, null and void.
 - (b) **Installation Review.** Charter may perform an installation review of each Service Location prior to installation of the Services at that Service Location. Customer may be required to provide Charter with accurate site and/or physical network diagrams or maps of a Service Location prior to the installation

review. Charter may directly or through its agents inspect the Customer Premises before beginning installation, and shall satisfy itself that safe installation and proper operation of its Equipment and the Services are possible in the location(s) provided by Customer. If Charter, in its sole discretion, determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon prior written notice to Customer or may require the Customer to correct the situation before proceeding with installation or activation of the Services.

- (c) Site Preparation. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the Equipment and the installation and ongoing provision of Services, including, but not limited to, the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment and/or Services. To ensure proper installation of the Equipment and the Services, Customer may be required to provide electrical or other utility service, and/or accurate physical network diagrams and/or maps prior to installation.
- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. During installation, Charter shall test to confirm that the Services can be accessed from the Service Location. Customer shall be responsible for access paths, moving or relocating furniture, furnishings, or equipment, or other preparation activities necessary for Charter to install the Services. Customer shall connect any Equipment provided by Charter to Customer's computer or network to enable access to the Services. With respect to any excavation, Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from such excavation.
- (d) Ongoing Visits. Charter will need access to the Customer Premises from time to time for inspecting, constructing, installing, operating and maintaining Charter's Network facilities, Equipment or materials and/or any related facilities. Except in emergency situations, Charter will obtain approval from the Customer (not to be unreasonably withheld or delayed) before entering the Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Equipment.

4. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Service Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party, provided, however, that subject to the limitations set forth in Section 11, Indemnification, each party shall be responsible to the other for any physical damage or harm such party causes to the

other party's personal or real property through the damage-causing party's negligence or willful misconduct.

Without limiting the foregoing, Customer will not be liable for loss of or damage to cable, electronics, structures or Equipment owned by Charter and located on Customer Premises which occurred as a result of the occurrence of any Force Majeure Event, natural disaster or other casualty loss over which Customer has no control.

Customer shall:

- i Safeguard Charter-provided Equipment against others;
- ii Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on the Equipment; and
- iv Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services, Equipment, any system or its components shall be cause for immediate disconnection of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including, but not limited to, the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including, but not limited to, reasonable attorneys' fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services provided by Charter hereunder, Customer acknowledges and agrees that Charter shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Customer or a third party.

- (b) Ownership. Customer understands and agrees that notwithstanding any other provision contained herein to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment.
- (c) Equipment Return, Repair and Replacement. Immediately upon termination of Services ("Termination" shall mean the termination of the Service Agreement and/or Service Order(s)), Customer shall return the Equipment supplied by Charter to Charter in good condition. Failure to return Equipment within ten (10) days after Services are terminated will result in a charge to Customer's account equal to the full retail cost of replacement of

➔ Customer Initial: AP

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the unreturned Equipment. In addition, Customer agrees to pay for the repair or replacement of any damaged Equipment (whether or not caused by Customer's negligent act, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects), together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorneys' fees.

5. NO THIRD-PARTY HARDWARE OR SOFTWARE

SUPPORT. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

6. CUSTOMER USE. Customer agrees not to re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer agrees not to use or permit third parties to use the Service(s), including but not limited to the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer agrees not to interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have hereunder.

7. PERFORMANCE. Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. Specifically, Customer understands and agrees that the Service may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by the Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Service Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

8. DEFAULT; SUSPENSION OF SERVICE; TERMINATION. No express or implied waiver by Charter

of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but not limited to Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) **Default by Customer.** Customer shall be in default under this Service Agreement in the event that the Customer does one (1) or more of the following (each Individually to be considered a separate event of default) and the Customer fails to correct each such noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

- i Customer is more than thirty (30) days past due with respect to any payment required hereunder;
- ii Customer otherwise has failed to comply with the terms of this Service Agreement or any other Service Order(s) incorporated herein by execution thereof by the parties; or
- iii Customer files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

(b) **Charter's Right to Terminate and Termination Charge.** In the event Customer is in default, Charter shall have the right, at its option, and in addition to any other remedies it may have, to:

- i Immediately suspend Services to the Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the Monthly Service Fees), as if such suspension of Services had not taken place;
- ii Terminate the Services; or
- iii After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Service Agreement and/or any or all of the applicable Service Order(s).

If Termination is due to noncompliance by the Customer, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to one hundred percent (100%) of the unpaid balance of the Monthly Service Fees that would have been due throughout the remainder of the applicable Service Period plus one hundred percent (100%) of (a) the outstanding balance of any and all One-Time Charges and (b) any and all previously waived One-Time Charges.

(c) **Default by Charter.** Charter shall be in default under this Service Agreement in the event that Charter does one (1) or more of the following (each instance Individually to be considered a separate event of default), and Charter fails to remedy each such noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance:

Customer Initial: 

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- i Charter fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s);
- ii Charter files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

(d) Customer's Right to Terminate and Termination Charge.

- i Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Service Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within thirty (30) days after Charter's receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.
- ii If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused Monthly Service Fees attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one (1) year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any One-Time Charge that has already been paid by the Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge Charter must pay Customer shall be equal to the product of a) the number of months (or portion thereof) remaining in the initial twelve (12) months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of One-Time Charges paid to date and the denominator is twelve (12).

9. **LIMITATION OF LIABILITY.** PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to the Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS SERVICE AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS PROVIDED FOR ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within thirty (30) days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Customer acknowledges that any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and their authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer agrees that Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind.

Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service or from the installation, maintenance or removal of any Service, Network, or related Equipment or software.

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Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

(d) **Unauthorized Access.** If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold Charter harmless from and indemnify Charter against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing the Customer's computers, its internal network and/or the Network through Customer's equipment, and Customer shall hold Charter harmless from and indemnify Charter against any such claims, losses, or damages to the full extent arising from such access.

(e) **Force Majeure Event.** Customer agrees that Charter shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond Charter's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services.

10. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer agrees, at its own expense, to indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including but not limited to, reasonable attorneys' fees and costs incurred by Charter Indemnified Parties in enforcing its rights under this Service Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders. Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer agrees to cooperate with Charter Indemnified Parties in such case.

11. **TITLE.** Title to the Network facilities shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Network located on Customer Premises free and clear of all liens, encumbrances and security interests. Upon Termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Network components and/or leave any of such components in place, assigning title and interest in such components to the Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have

the right to remove the Network and all components within sixty (60) days after such Termination.

12. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

13. **PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy can be found on Charter's website at www.Charter-Business.com. Customer represents and warrants that Customer has read the Privacy Policy and agrees to be bound by its terms. Customer expressly understands and agrees that the Privacy Policy may be updated or modified from time to time by Charter, with or without notice to Customer.

14. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders. Customer also represents that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer shall be responsible for ensuring that all such users understand the Service Agreement and comply with its terms.

The Customer shall be responsible for all access to and use of the Service by means of the Customer's equipment, whether or not the Customer has knowledge of or authorizes such access or use. The Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until the Customer informs Charter of any breach of security.

Charter expressly prohibits using the Service for the posting or transferring of sexually explicit images, material inappropriate for minors, or other offensive materials. By signing, Customer expressly acknowledges that Customer will not post or transfer or permit others to post or transfer such materials using the Service.

15. **NOTICES.** Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:

Charter Communications
ATTN: General Manager
4800 Blue Mound Road
Fort Worth, TX. 76106

with copies to:

Charter Communications
ATTN: Legal Department - Operations
12405 Powerscourt Drive
St. Louis, MO. 63131

Customer Initial: AD

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If to Customer:
 Cleburne ISD
 ATTN: Jerry Smith
 Cleburne ISD 103 S. Walnut
 Cleburne, TX 76033

Each party may change its respective address(es) for legal notice by providing notice to the other party.

16. **MISCELLANEOUS.**

- (a) Entire Agreement. This Service Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Service Agreement.
- (b) No Amendments, Supplements or Changes. This Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld, provided, however, that Charter may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest in the event Charter sells the underlying communications system, without Customer's consent.
- (d) Severability. If any term, covenant, condition or portion of this Service Agreement, any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement, any related, executed Service Order(s), shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Section Headings. The section headings are furnished for the convenience of the parties and are

not to be considered in the construction or interpretation of this Service Agreement.

- (f) Governing Law. This Service Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law provisions. Customer agrees that the federal and state courts of Missouri alone have jurisdiction over all disputes arising under this Agreement, and Customer consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (g) Jointly Drafted. Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Service Agreement and any related, executed Service Order(s) and that, accordingly, no court construing this Service Agreement and any related, executed Service Order(s) shall construe it more stringently against one party than against the other.
- (h) No Third Party Beneficiaries. The parties agree that the terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Service Agreement, that the consideration provided by each party under this Service Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Service Agreement shall have any rights under this Service Agreement nor the right to require the performance of obligations by either of the parties under this Service Agreement.
- (i) Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

Cleburne Independent School District
505 N. Ridgeway Drive
Cleburne, TX 76033

May 5, 2006

Letter of Appeal
Federal Communications Commission

NOTICE OF PAGES DELETED from Funding Commitment Decision Letter dated July 27, 2005:

Pages 5 – 12 were deleted as they pertained to FRNs not associated with this appeal.



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2005: 07/01/2005 - 06/30/2006)

July 27, 2005

Jerry Smith
CLEBURNE INDEP SCHOOL DISTRICT
505 N. RIDGEWAY DRIVE
CLEBURNE, TX 76033-5118

Re: Form 471 Application Number: 449621
Funding Year 2005: 07/01/2005 - 06/30/2006
Billed Entity Number: 140850
Billed Entity FCC RN:
Applicant's Form Identifier: TelInt05

Thank you for your Funding Year 2005 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$219,318.54 is "Approved."
- The amount, \$6,754.75 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) e-mail address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,

- Applicant name and service provider name, if different from appellant,
 - Applicant BEN and service provider SPIN,
 - Form 471 Application Number as assigned by the SLD,
 - "Funding Commitment Decision Letter for Funding Year 2005," AND
 - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
 4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by the SLD's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by the SLD's decision.
 5. Provide an authorized signature on your letter of appeal.

To submit your appeal to the SLD by e-mail, use the "Submit a Question" feature on our web site at www.sl.universalservice.org. Click "Continue," choose "Appeals" from the Topics Inquiry on the lower portion of your screen, and click "Go" to begin your appeal submission. The system will prompt you through the process. The SLD will automatically reply to incoming e-mails to confirm receipt.

To submit your appeal to the SLD by fax, fax your appeal to (973) 599-6542.

To submit your appeal to the SLD on paper, send your appeal to:

Letter of Appeal
 Schools and Libraries Division
 Box 125 - Correspondence Unit
 80 South Jefferson Road
 Whippany, NJ 07981

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use either the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our web site. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the Universal Service Administrative Company (USAC) and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
 Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

CATEGORY OF SERVICE: The type of service ordered from the service provider, as shown on your Form 471.

FORM 470 APPLICATION NUMBER: The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

CONTRACT EXPIRATION DATE: The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471. This will be present only if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: The number of months of service that has been approved in the funding year. This will be present only for recurring services.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: The discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE: The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER: The wave number assigned to FCDLs issued on this date.

FUNDING COMMITMENT REPORT
Billed Entity Name: CLEBURNE INDEP SCHOOL DISTRICT
BEN: 140850
Funding Year: 2005

Form 471 Application Number: 449621
Funding Request Number: 1242875
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 906900000
SPIN: 143027626
Service Provider Name: Charter Fiberlink TX-CCO, LLC
Contract Number: 2
Billing Account Number: N/A
Service Start Date: 07/01/2005
Contract Expiration Date: 06/30/2006
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$102,960.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$44,000.00
Pre-discount Amount: \$146,960.00
Discount Percentage Approved by the SLD: 74%
Funding Commitment Decision: \$108,750.40 - FRN approved as submitted
ECDL Date: 07/27/2005
Wave Number: 005



Step 4: Contract Guidance

Applicants and service providers must meet all Federal Communications Commission (FCC) and state contract requirements.

Step 4: Select a Service Provider

Construct an Evaluation
28-day Waiting Period
Contract Guidance
State Replacement Contracts

CONTRACTS

In general, a contract is a binding agreement, enforceable by law, between two or more parties that creates an obligation to do, or not do, something. Contract definitions and requirements are contained in each state's or territory's contract law.

Except for services to be delivered under non-contracted tariffed or month-to-month arrangements, FCC rules require that an applicant sign a contract with the service provider before signing and submitting a completed (certified) *Services Ordered and Certification Form* (Form 471). Applicants must also comply with state contract law. Applicants must be able to demonstrate that it had a signed contract in place at the time it submitted the completed Form 471. Verbal agreements and quotes do not meet FCC requirements. Purchase orders may or may not meet state contract requirements.

Establishing Forms 470. The establishing *Description of Services Requested and Certification Form* (Form 470) is the form that serves as the basis for the competitive bidding process. For a multi-year contract, the establishing Form 470 for that contract could have been posted in a previous funding year.

Qualified existing contracts. A qualified existing contract is:

- A signed, written contract executed pursuant to the posting of a Form 470 in a previous funding year.
- A contract signed on or before July 10, 1997 and reported on a Form 470 in a previous year as an existing contract.

Tariffed services provided under a contract. A tariffed service provided under contract is a service offered under one or more tariffs and for which a contract has been signed. In all cases, funding requests for which a contract has been signed should be reported as contracted services. Form 471 Block 5 should include the Contract Number in Item 15 (not a "T"), the Contract Award Date in Item 18, and the Contract Expiration Date in Item 20.

STATE MASTER CONTRACTS

A state master contract is a contract that is competitively bid and put in place by a state government entity for use by others.

Filing the Form 470.

If the state files a Form 470, then the applicant may cite the state's Form 470 on its Form 471. The state must follow a competitive bidding process pursuant to FCC requirements and state procurement law.

The applicant is required to follow the applicable provisions of the state master contract and state and local procurement laws. No separate bidding documents or contracts are required by the applicant citing the state's Form 470, other than what is required by the state master contract and state and local procurement laws. The signed state master contract between the state and the service provider meets the FCC signed contract requirement.

If the applicant files a Form 470 and considers a state master contract as one of the bids, the applicant must follow a competitive bidding process pursuant to FCC requirements and state and local procurement law. Price must be the primary factor - that is, it must be weighted more heavily than any other factor.

If the applicant selects the state master contract as the most cost-effective alternative, the applicant is required to follow the applicable provisions of the state master contract, state contract law, and state and local procurement laws. The signed state master contract between the state and the service provider meets the FCC signed contract requirement.

Reporting the Contract Award Date for state master contracts. The Contract Award Date shall not be earlier than the 29th day after the posting of the Form 470. If an applicant files its own Form 470 and chooses either a new or a pre-

existing state master contract as the most cost effective bid, the applicant should memorialize its decision to purchase off the state master contract after the bidding process is complete and to record the date of this memorialization as the Contract Award Date on the Form 471.

Purchase orders or other state master contract requirements for applicants. If the state master contract requires the issuance of purchase orders or contains other requirements for applicants, the applicants must meet those requirements. For example, if the state master contract requires the applicant to issue a purchase order by July 1, then the applicant is required to meet that deadline.

MULTI-YEAR CONTRACTS AND CONTRACTS INCLUDING VOLUNTARY EXTENSIONS

A multi-year contract means a contract that covers more than one year. For example, a three-year contract would expire at the end of the third year. A contract including voluntary extensions means that the contract expires at the end of its original term and may be voluntarily extended for one or more years pursuant to the provisions in the contract.

To comply with FCC competitive bidding requirements, the applicant should indicate in its Request for Proposals (RFP) and/or Item 13 on the Form 470 its intent to enter into a multi-year contract for services or a contract that includes voluntary extensions. As a best practice, the applicant may provide a range of years in Item 13 on its Form 470, such as "seeking a 3- to 5-year contract" for a multi-year contract or "seeking three 1-year contract extensions" as terms for voluntary extensions. The applicant should also indicate the type of services for which it is seeking a multi-year contract.

If an applicant has a contract with voluntary extensions for which it has filed a Form 470, it cannot extend the contract beyond its original expiration date without posting a new Form 470 and considering all bids received, unless voluntary extensions were indicated in Item 13 of Form 470 or in the RFP.

FCC rules grant a limited extension of the competitive bidding rules for contracts for non-recurring services. "[C]ontracts for nonrecurring services may be voluntarily extended to coincide with the appropriate deadline for the implementation [of delivery and installation for nonrecurring services]. Parties may not, however, extend other contractual provisions beyond the dates established by the Commission's rules without complying with the competitive bidding process." (FCC 01-195, released June 29, 2001). If an applicant is granted an extension of time for delivery and installation of non-recurring services, the applicant may extend the relevant contract without rebidding. Applicants should file a Form 500 to notify USAC of such contract extensions.

Multi-year contracts for newly-eligible services or entities. If the original Form 470 or RFP did not include the newly-eligible services or entities, the applicant will be required to post a new Form 470 for those services.

Step 3 Open a Competitive bidding Process

Step 5 Calculate the Discount Level

Last modified on 1/6/2006

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OF COUNSEL
WILLARD B. BAKER
(1913-1993)

April 3, 2006

Mr. Mike Bailey
Cleburne Independent School District
505 N. Ridgeway, Suite 100
Cleburne, Texas 76033

Re: Data Transport Service Agreement

Dear Mike:

Please allow this letter to respond to your request for an opinion concerning the validity of a contract that was originally signed by Robert Damron on behalf of Cleburne Independent School District on January 27, 2005, and was signed by Charles H. McElroy on behalf of Charter Communications on February 25, 2005.

It is my understanding that there is a claim that the contract is not valid since the contract was not signed by the service provider on the same date as CISD.

There appears to be at least two different legal theories that confirm that January 27, 2005, is the legal effective date of the contract.

THE RELATION-BACK DOCTRINE

The first doctrine is the Relation-Back Doctrine. The Relation-Back Doctrine states that an act done at one time is considered to have been done at an earlier time in order to give effect to the parties lawful intentions. In Cain V. State, 882 S.W.2d 515, 516 (Tex.App.-Austin 1994, no writ), the Court held:

"The relation-back doctrine holds that an act done at one time is considered to have been done at an earlier time The doctrine originated in equity but courts now apply it in any number of circumstances when it is necessary to effectuate justice."

The Court in Cain gave examples to show the numerous applications of the relation-back doctrine, and quoted the different legal treatises as follows:

Mr. Mike Bailey
Cleburne Independent School District
April 3, 2006
Page 2

174 C.J.S. Contract §455, at 574 (1963) (when contracting party elects one alternative permitted by contract, all rights between the parties attach as from the making of the contract);

26 C.J.S. Deeds §94, at 854-54 (1956) (if no other equities intervene, legal effect of deed may relate back to a date earlier than its delivery);

33 C.J.S. Executors and Administrators §151, at 1113 (1942) (issuance of letters testamentary related back to date of deceased's death and validated necessary or proper acts of the representative done in the interim);

84 C.J.S. Taxation §623, at 1244 (1954) (bank's payment of taxpayer's check relates back to the date the check was received by taxing authority).

The Court in Cain explained the doctrine when it held:

Broadly speaking, the relation-back doctrine may be applied to give effect to the parties' lawful intentions, preserve rights that would otherwise be lost, or afford a remedy when none would otherwise exist.

The Cain case also cited the Curry Auto Leasing, Inc. v. Byrd, 683 S.W.2d 109 (Tex.App.-Dallas 1984, no writ) case when the Curry Court applied the doctrine and held:

When parties enter into a contract the law presumes they intend the consequences of its performance. It follows that performance or implementation of the contractual provisions relate back to and are authorized at the time of execution of the contract.

RATIFICATION:

Another doctrine that confirms that January 27, 2005 is the effective date of the contract is the ratification doctrine. Texas Courts have long held when parties by their conduct and action recognize contracts as subsisting and binding, this action is equivalent of ratification of contract. Conduct which in effect recognizes existence of contract when all relevant facts are known is "ratification" of that contract.

The Court in Missouri Pacific R. Co. v. Lely Development Corp., 86 S.W.3d 787,791 (Tex.App.-Austin 2002, pet. dismiss'd.) cited many previous cases on the issue of ratification when it held:

Ratification occurs if a party recognizes the validity of a contract by acting or performing under the contract or

Mr. Mike Bailey
Cleburne Independent School District
April 3, 2006
Page 3

by otherwise affirmatively acknowledging it. Stable Energy, L.P. v. Newberry, 999 S.W.2d 538,547 (Tex.App.-Austin 1999, pet. denied); Fowler v. Resolution Trust Corp., 855 S.W.2d 31,35 (Tex.App.-El Paso 1993, no writ).

In other words, if a party by its conduct recognizes a contract as valid, having knowledge of all relevant facts, it ratifies the contract. Spellman v. American Universal Inv. Co., 687 S.W.2d 27,29 (Tex.App.-Corpus Christi 1984, Writ ref'd n.r.e.); Motel Enters, Inc. v. Nobani, 784 S.W.2d 545,547 (Tex.App.-Houston [1st Dist.] 1990, no writ)

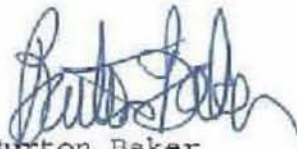
Once a party ratifies a contract, it may not later withdraw its ratification and seek to avoid the contract.

It is my opinion that under either the relation-back doctrine and/or the ratification doctrine, that a Texas Court would confirm that January 27, 2005 is the effective date of the contract. As stated in Cain this would give effect to the parties lawful intentions.

I think that a Court would also find in this situation that Charter Communications clearly ratified the contract when its authorized representative signed the agreement knowing that Damron had previously signed and dated the agreement. As stated by the Missouri Pacific case, Charter Communications actions ratified the agreement to the point that it could not seek to avoid the contract once Charter signed and affirmatively acknowledged it.

I will be glad to discuss this matter with you if you have any questions. If you have any questions, please call.

Yours truly,



Burton Baker

BB:sw
Enc.

From: Walker, James [jim.walker@chartercom.com]
Sent: Wednesday, April 26, 2006 3:53 PM
To: Jerry Smith
Subject: FW: Cleburne ISD

Jim A. Walker

Senior Account Manager
Charter Business
Charter Communications
4800 Blue Mound Road
Fort Worth, TX. 76106
O-817.740.6577 F-817.740.6888 C-817.822.8228

From: Walker, James
Sent: Monday, January 31, 2005 9:46 AM
To: Lara, Lannie
Cc: Dow, Kurt
Subject: Cleburne ISD

Lenny,

I will be picking up signed contracts from Jerry Smith today for the additional 8 sites as well as 10 Mb of Internet Access.

I would like to ask you to commence the construction process consisting of design of the physical plant, equipment requirements (both customer premises as well as any head-end equipment) and the process of collecting information with regards to point of entry into each school as well as location for the demark.

Jim A. Walker
Senior Account Manager
Charter Business
4800 Blue Mound Road
Fort Worth, TX. 76106
Office: (817) 740-6577
Cell: (817) 822-8228
Fax: (817) 740-6888

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From: Walker, James [jim.walker@chartercom.com]
Sent: Thursday, April 27, 2006 12:22 PM
To: Jerry Smith
Subject: Charter Email

Jim A. Walker

Senior Account Manager

Charter Business

Charter Communications

4800 Blue Mound Road

Fort Worth, TX. 76106

O-817.740.6577 F-817.740.6888 C-817.822.8228

From: Lara, Lannie
Sent: Monday, January 31, 2005 9:57 AM
To: Piatt, Greg
Cc: Elizondo, Hector; Dwyer, David
Subject: Cleburne ISD
Importance: High

Greg,

Please begin design of the other 8 locations for Cleburne ISD. We will be picking up contracts shortly and hopefully we can commence construction. We have some time to get all the pertinent equipment, fiber and all necessary termination gear to get this project on the way.

Thanks!

Lannie "Lenny" Lara

Network Engineer

Charter Business

4800 Blue Mound Road w Fort Worth, TX 76106

P:817-740-6870 w F:817-626-0628 w C:817-825-3156

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**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
Requests for Waiver)	
of the Decision of the)	
Universal Service Administrator by)	
)	
Illinois School for the)	File No. SLD-419654
Visually Impaired, Jacksonville, IL)	
)	
Schools and Libraries Universal Service)	CC Docket No. 02-6
Support Mechanism)	

ORDER

Adopted: April 3, 2006

Released: April 3, 2006

By the Chief, Wireline Competition Bureau:

1. In this Order, we grant the appeal of a decision by the Universal Service Administrative Company (USAC) rescinding funding already committed to the Illinois School for the Visually Impaired (Illinois School) for discounted services under the schools and libraries universal service mechanism. We waive section 54.504 of the Commission's rules, which states that an applicant for schools and libraries funding must have a legally binding agreement in place when it submits its FCC Form 471.¹ We remand the appeal to USAC for action consistent with this Order, and, to ensure that it is resolved expeditiously, we direct USAC to reinstate the funding commitment no later than 30 days from the release of this Order.

2. Background. Under the schools and libraries universal service support mechanism, eligible schools, libraries, and consortia that include eligible schools and libraries may apply for discounts for eligible telecommunications, Internet access, and internal connections.² The Commission's rules provide that, with one limited exception for existing, binding contracts, an eligible school, library, or consortium must seek competitive bids for all services eligible for support.³ In accordance with the Commission's rules, an applicant must file with USAC an FCC Form 470 requesting services, which USAC posts onto its website.⁴ The applicant must wait 28 days before entering into an agreement with a service provider for the requested services and submitting an FCC Form 471.⁵ The Commission's rules state that the FCC Form 471 requesting support for the services ordered by the applicant shall be

¹ 47 C.F.R. § 54.504.

² 47 C.F.R. §§ 54.502, 54.503.

³ 47 C.F.R. §§ 54.504, 54.511(c).

⁴ See Schools and Libraries Universal Service, Description of Services Requested and Certification Form, OMB 3060-0806 (September 1999) (FCC Form 470).

⁵ 47 C.F.R. § 54.504(c); see also Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (September 1999) (FCC Form 471).

submitted “upon signing a contract for eligible services.”⁶ Specifically, the instructions state that applicants must have a “signed contract” or a “legally binding agreement” with the service provider “for all services” ordered.⁷

3. The Illinois School has requested review of USAC’s decision to rescind funding because it did not have a legally binding agreement in place when its FCC Form 471 was submitted.⁸ On February 4, 2004, the Illinois School filed an FCC Form 471 which included Funding Request Number (FRN) 1191492 for internal connections.⁹ The contract award date provided for FRN 1191492 was February 3, 2004, which was before the FCC Form 471 was certified and therefore in compliance with E-rate program rules.¹⁰ On April 14, 2005, the Illinois School requested a delivery deadline extension.¹¹ In its request, the Illinois School noted that it did not sign the contract with the service provider until April 2005, well after the date the Illinois School’s FCC Form 471 was submitted.¹² On November 4, 2005, USAC notified the Illinois School that it was rescinding funding for FRN 1191492 due to the fact that the Illinois School submitted its FCC Form 471 before signing its contract.¹³ On November 22, 2005, the Illinois School appealed USAC’s decision to rescind its funding, acknowledging that the contract was not signed until April 1, 2005.¹⁴ USAC denied its appeal.¹⁵ The Illinois School then filed a request for review with the Commission.¹⁶

4. In its request for review, the Illinois School concedes that, on its FCC Form 471, it mistakenly listed the date it identified the successful bidder as the contract award date, instead of the date it executed the contract.¹⁷ Because the Illinois School is fully funded by the State of Illinois Department of Human Services, it must follow the State of Illinois Office of Central Management Services procedures

⁶ *Id.* See also *Request for Review of Waldwick School District, Schools and Libraries Universal Service Support Mechanisms*, File No. SLD-234540, CC Docket No. 02-6, Order, 18 FCC Rcd 22994, 22995, para. 3 (Wireline Comp. Bur. 2003) (*Waldwick Order*); *Request for Review of St. Joseph High School, Schools and Libraries Universal Service Support Mechanisms*, File No. SLD-234540, CC Docket Nos. 96-45, 97-21, Order, 17 FCC Rcd 22499, 22500-01, para. 4 (Wireline Comp. Bur. 2002) (*St. Joseph Order*).

⁷ Instructions for Completing the Universal Service Schools and Libraries Services Ordered and Certification Form (FCC Form 471), OMB 3060-0806 (December 2002) (FCC Form 471 Instructions).

⁸ Letter from Brenda Stewart, Illinois School for the Visually Impaired, to Schools and Libraries Division, Universal Service Administrative Company (filed March 16, 2006) (Request for Review). See 47 C.F.R. § 54.504(c).

⁹ FCC Form 471, Illinois School for the Visually Impaired, certified February 4, 2004 (Illinois School FCC Form 471).

¹⁰ See 47 C.F.R. § 54.504(c).

¹¹ Letter from Brenda Stewart, Illinois School for the Visually Impaired, to Schools and Libraries Division, Universal Service Administrative Company (dated April 14, 2005) (Request for Delivery Deadline Extension).

¹² *Id.*

¹³ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Les Stevens, Illinois School for the Visually Impaired (dated November 4, 2005) (Notification of Commitment Adjustment Letter).

¹⁴ Letter from Brenda Stewart, Illinois School for the Visually Impaired, to Schools and Libraries Division, Universal Service Administrative Company (dated November 22, 2005) (Request for Appeal).

¹⁵ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Brenda Stewart, Illinois School for the Visually Impaired (dated February 24, 2006) (Administrator’s Decision on Appeal).

¹⁶ Request for Review.

¹⁷ *Id.* at 4.

to obtain a contract for a service provider.¹⁸ Consequently, the Illinois School was required by state regulations to wait until it received official notification from USAC that its application was fully funded before entering into an agreement with its service provider.¹⁹ Because this notification did not occur until January 11, 2005, the Illinois School had to wait until April to finalize and sign its contract with its service provider.²⁰

5. The Commission may waive any provision of its rules on its own motion and for good cause shown.²¹ A rule may be waived where the particular facts make strict compliance inconsistent with the public interest.²² In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.²³ In sum, waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.²⁴

6. *Discussion.* We grant the appeal of the decision by USAC rescinding funding of the Illinois School for discounted services under the schools and libraries universal service mechanism. We find that good cause exists to waive section 54.504 of the Commission's rules, which states that an applicant for schools and libraries funding must have a legally binding agreement in place when it submits its FCC Form 471.²⁵

7. Competitive bidding requirements are necessary to ensure more efficient pricing for telecommunications and information services purchased by schools and libraries. Section 54.504 requires that an applicant have a signed agreement in place before filing its FCC Form 471.²⁶ The record demonstrates that the Illinois School technically missed the program deadline for having a written contract in place because its commitment had to be approved by the state and because it had to adhere to state procurement laws.²⁷ As a result, the Illinois School was unable to sign a legally binding agreement prior to the close of the FCC Form 471 window.²⁸ Furthermore, while it missed the deadline, the Illinois School had a legally binding contract in place during the funding year and before the vendor began providing services.²⁹ We find, therefore, that in these cases the policy behind the rule was satisfied even if the Illinois School did not technically meet the requirements of the rule.

¹⁸ *Id.* at 5.

¹⁹ *Id.*

²⁰ *Id.* at 4-5.

²¹ 47 C.F.R. § 1.3.

²² *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*).

²³ *WAIT Radio v. FCC*, 418 F.2d 1153, 1157, (D.C. Cir. 1969), *affirmed by WAIT Radio v. FCC*, 459 F.2d 1203 (D.C. Cir. 1972).

²⁴ *Northeast Cellular*, 897 F.2d at 1166.

²⁵ 47 C.F.R. § 54.504.

²⁶ *Id.*

²⁷ Request for Review at 5.

²⁸ The Funding Year 2004 FCC Form 471 window closed February 4, 2004. *See* USAC Website, FY2004 Form 471 Window Dates Set, available at <http://www.universalservice.org/sl/tools/news-archive/2003/092003.asp#091703>.

²⁹ Request for Review at 4-5.

8. We emphasize that our competitive bidding rules are a central tenet of the E-rate program, and a tool for preventing waste, fraud and abuse. Here, we note there is no evidence in the record that the Illinois School engaged in activity intended to defraud or abuse the schools and libraries program. Finally, we find that, for this applicant, denying its requests for funding would create undue hardship and prevent it from receiving E-rate funding. Accordingly, we find that good cause exists to grant the Illinois School a waiver of section 54.504 of the Commission's rules, and remand this appeal to USAC for further processing consistent with our decision. To ensure that it is resolved expeditiously, we direct USAC to reinstate the funding commitment no later than 30 days from the release of this Order.

9. We are committed to guarding against waste, fraud, and abuse, and to ensuring that funds disbursed through the E-rate universal service mechanism are used for appropriate purposes. We emphasize that we retain the discretion to evaluate the uses of monies disbursed through the E-rate mechanism and to determine on a case-by-case basis whether waste, fraud, or abuse of program funds occurred and whether recovery is warranted. If we find that funds were not used properly, we will require USAC to recover such funds through its normal processes. Although we grant the appeal addressed here, we reserve the right to conduct audits and investigations to determine compliance with the program rules and requirements.

IV. ORDERING CLAUSES

10. ACCORDINGLY, IT IS ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the Request for Review filed by the Illinois School for the Visually Impaired IS GRANTED.

11. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that section 47. C.F.R. § 54.504 IS WAIVED.

12. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the Request for Review filed by the Illinois School IS REMANDED to USAC for further consideration in accordance with the terms of this Order.

13. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, USAC SHALL REINSTATE the funding commitment no later than 30 calendar days from release of this Order.

Thomas J. Navin
Chief
Wireline Competition Bureau

FCC Form

Approval by OMB
3060-0806**470**

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 906900000514448
Applicant's Form Identifier: TelInt05
Application Status: CERTIFIED
Posting Date: 11/29/2004
Allowable Contract Date: 12/27/2004
Certification Received Date: 11/29/2004

1. Name of Applicant: CLEBURNE INDEP SCHOOL DISTRICT		
2. Funding Year: 07/01/2005 - 06/30/2006	3. Your Entity Number 140850	
4a. Applicant's Street Address, P.O.Box, or Route Number 505 N. RIDGEWAY DRIVE		
City CLEBURNE	State TX	Zip Code 76033-5118
b. Telephone number (817) 202- 1100	c. Fax number (817) 556- 5625	
d. E-mail Address		
5. Type Of Applicant		
<input type="radio"/> Individual School (individual public or non-public school)		
<input checked="" type="radio"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)		
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library)		
<input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)		
6a. Contact Person's Name: Jerry Smith		
<i>First, fill in every item of the Contact Person's information below that is different from Item 4, above. Then check the box next to the preferred mode of contact. (At least one box MUST be checked.)</i>		
6b. Street Address, P.O.Box, or Route Number		
<input checked="" type="radio"/> 505 N. RIDGEWAY DRIVE		
City CLEBURNE	State TX	Zip Code 76033-5118

<input type="checkbox"/>	6c. Telephone Number (817) 202- 1138
<input type="checkbox"/>	6d. Fax Number (817) 202- 8744
<input type="checkbox"/>	6e. E-mail Address jerry.smith@cleburne.k12.tx.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. ☒ Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.

b. ☒ Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.

c. ☒ Services for which a new written contract is sought for the funding year in Item 2.

d. ☐ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, or Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, and/or 10 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☐ **YES**, I have an RFP. It is available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☒ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional lines if needed.

Service or Function:	Quantity and/or Capacity:
Local voice service	16 sites
Long distance voice service	16 sites
Cellular phone service	for about 15 district employees
Pager service	for about 20 district employees
T-1 service	1 existing site and 1 additional site
Gigabit ethernet over single mode fiber optic cable	11 sites

9 ☒ Internet Access
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☐ **YES**, I have an RFP. It is available on the Web at or via (check one):

<input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 11.
b <input checked="" type="radio"/> NO , I do not have an RFP for these services.
If you answered NO , you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity(e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Add additional lines if needed.

Service or Function:	Quantity and/or Capacity:
Monthly Internet service	for 2000 users

10 <input type="checkbox"/> Internal Connections <i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?</i>
a <input type="radio"/> YES , I have an RFP. It is available on the Web at or via (check one): <input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 11.
b <input checked="" type="radio"/> NO , I do not have an RFP for these services.
If you answered NO , you must list below the Internal Connections Services you seek. Specify each service or function (e.g., local area network) and quantity and/or capacity(e.g., connecting 10 rooms and 300 computers at 56kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Add additional lines if needed.

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.				
<table border="1"> <tr> <td>Name:</td> <td>Title:</td> </tr> <tr> <td>Jerry Smith</td> <td>Technology Director</td> </tr> </table>	Name:	Title:	Jerry Smith	Technology Director
Name:	Title:			
Jerry Smith	Technology Director			
Telephone number (817) 202 - 1138				
Fax number (817) 202 - 8744				
E-mail Address jerry.smith@cleburne.k12.tx.us				
12. <input checked="" type="checkbox"/> Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide Web address where they are posted and a contact name and telephone number for service providers without Internet access. State regulations may be obtained at the Texas Education Agency website The URL is: http://www.tea.state.tx.us/school.finance/audit/resguide12/purchase/ Bid specifications may be obtained from Mike Bailey at 817 202-1100.				
13. If you intend to enter into a multi-year contract based on this posting or a contract featuring an option for voluntary extensions you may provide that information below. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely timeframes). We are seeking a multi-year contract for the gigabit ethernet over fiber optic cable in order to obtain the best price and keep costs constant.				

Block 3: Technology Assessment

14. ☐ Basic telephone service only: If your application is for basic local and long distance telephone service (wireline or wireless) only, check this box and skip to Item 16.

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (a,b or c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

☐ All public schools/districts in the state:

☐ All non-public schools in the state:

☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ **If checked, complete Item 18.**

c. ☐ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	16
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces

817	202
If your application includes INELIGIBLE entities, check here. <input type="checkbox"/> If checked, complete Item 18.	

17. Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. Attach additional sheets if necessary.

Entity	Entity Number
CLEBURNE INDEP SCHOOL DISTRICT	140850

18. Ineligible Participating Entities

Does your application also seek bids on services to entities that are not eligible for the Universal Service Program? If so, list those entities here (attach pages if needed):

Ineligible Participating Entity	Area Code	Prefix
---------------------------------	-----------	--------

Block 5: Certification and Signature**19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia

receiving services under this application are covered by:

- a. ☐ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):


- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☐ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and long distance telephone service only. .

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined

this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature of authorized person: 

26. Date (mm/dd/yyyy): **11/29/2004**

27. Printed name of authorized person: **Jerry Smith**

28. Title or position of authorized person: **Technology Director**

29a. Address of authorized person: **505 N. Ridgeway Drive**

City: **Cleburne** State: **TX** Zip: **76033-5118**

29b. Telephone number of authorized person: **(817) 202 - 1138**

29c. Fax number of authorized person: **(817) 2028744**

29d. E-mail address number of authorized person: **jerry.smith@cleburne.k12.tx.us**

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal

Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD-Form 470
c/o Ms. Smith
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
May 2003

New Search

Return To Search Results

2004-05 Academic Excellence Indicator System

District Name: CLEBURNE ISD

District #: 126903

2005 Accountability Rating: Academically Acceptable

District Name: LEBURNE SD
 County Name: OHNSON I
 District #: 126903

T E X A S U A T I O N E C Y
 Academic Excellence Indicator System
 2004-05 District Profile

Section I - Page 1

STUDENT INFORMATION

-----District-----			-----State-----		
	Count	Percent	Count	Percent	
Total Students:	6,407	100.0%	4,383,871	100.0%	
Students By Grade:					
Early Childhood Education	40	0.6%	14,355	0.3%	
Pre-Kindergarten	241	3.8%	75,633	4.0%	
Kindergarten	536	8.4%	33,530	7.6%	
Grade 1	564	8.8%	45,464	7.9%	
Grade 2	526	8.2%	33,959	7.6%	
Grade 3	536	8.4%	32,753	7.5%	
Grade 4	487	7.6%	24,221	7.4%	
Grade 5	474	7.4%	23,492	7.4%	
Grade 6	480	7.5%	28,582	7.5%	
Grade 7	442	6.9%	32,830	7.6%	
Grade 8	507	7.9%	29,003	7.5%	
Grade 9	509	7.9%	83,353	8.7%	
Grade 10	447	6.4%	11,018	7.1%	
Grade 11	311	5.4%	74,815	6.3%	
Grade 12	311	5.4%	46,863	5.6%	
Ethnic Distribution:					
African American	24	0.1%	21,999	4.2%	
Hispanic	3970	50.7%	961,549	44.7%	
White	1,021	62.8%	1,653,008	7.7%	
Native American	4	0.4%	14,305	0.3%	
Asian/Pacific Islander	68	0.1%	33,010	3.0%	
Economically disadvantaged	3,041	47.5%	394,001	4.6%	
Limited English Proficient (LEP)	824	12.9%	84,007	5.6%	
Students w/Disciplinary Placements (2003-04)	31	1.8%	6,587	1.2%	
At-Risk	1,610	40.7%	1005,807	5.8%	
Graduates (Class of 2004):					
Total graduates	389	100.0%	44,165	100.0%	
By Ethnicity (incl. Special Ed.):					
African American	22	5.7%	33,213	3.6%	
Hispanic	75	19.3%	85,412	5.0%	
White	90	74.6%	16,497	3.7%	
Native American	1	0.3%	739	0.3%	
Asian/Pacific Islander	1	0.3%	8,304	3.4%	
By Graduation Type (incl. Special Ed.):					
Minimum Standard Program	79	46.0%	77,194	1.6%	
Recommended Standard Program	110	54.0%	66,971	6.8%	
Special Education Graduates	24	6.2%	24,954	0.2%	

District Name: LEBURNE SD
County Name: JOHNSON I
District #: 126903

T E X U A T I O N E C Y
Academic Excellence Indicator System
2 004-05 District Profile

Section I - Page 2

Retention Rates By Grade: Kindergarten		---Non-Special Education Rates---		---Special Education Rates---	
Grade	District	State	District	State	
Grade 1	2.4%	2.9%	0.3%	1.3%	
Grade 2	4.1%	6.0%	4.6%	1.9%	
Grade 3	2.8%	3.6%	1.8%	4.0%	
Grade 4	2.7%	2.7%	2.3%	2.0%	
Grade 5	0.0%	1.9%	1.0%	1.3%	
Grade 6	0.5%	0.5%	0.3%	1.5%	
Grade 7	0.0%	1.3%	6.3%	1.6%	
Grade 8	0.3%	1.7%	3.9%	2.2%	
	0	1	1	3.0%	
	Count	Percent	Count	Percent	
	46	0.6%	14,227	0.3%	
	17	0.6%	4,572	0.2%	
Data quality: PID error (student)					
Q Underreported Students					
CLASS INFORMATION					
(Derived from teacher responsibility records.)					
Class size averages by grade and subject:					
Elementary: Kindergarten					
Grade 1					
Grade 2					
Grade 3					
Grade 4					
Grade 5					
Grade 6					
Mixed grades					
Secondary: English/Language Arts					
Foreign Language					
Mathematics					
Science					
Social Studies					

District Name: LEBURNE SD
 County Name: OHNSON I
 District #: 126903

T E X A U A T I O N E C Y
 A d m i n i s t r a t i v e S y s t e m
 2 004-05 District Profile

Section I - Page 3

STAFF FORMATION	-----District-----		-----State-----	
	Count	Percent	Count	Percent
Teachers:	857.6	100.0%	583,759.8	100.0%
Professional Staff:	509.7	59.4%	362,967.1	62.2%
Teachers	423.0	9.3%	294,258.3	50.4%
Professional Support	58.9	6.9%	46,785.3	8.0%
Campus Administration (School Leadership)	18.7	2.2%	16,219.2	2.8%
Central Administration	19.0	1.0%	5,704.3	1.0%
Instructional Aides:	103.8	12.1%	59,539.7	10.2%
Administrative Staff:	244.1	8.5%	161,253.0	27.6%
Minority Staff:	150.7	7.6%	239,468.2	41.0%
Teachers by Ethnicity and Sex:				
African American	3.4	0.8%	26,241.8	8.9%
Hispanic	8.0	6.6%	57,396.1	9.5%
White	390.6	2.3%	206,776.9	10.3%
Native American	1.0	0.2%	798.6	0.3%
Asian/Pacific Islander	0.0	0.0%	3,044.8	1.0%
Males	2.9	9.6%	67,341.6	2.9%
Females	340.1	80.4%	226,516.6	77.1%
Teachers by Highest Degree Held:				
No Degree	7.7	1.8%	1,176.3	1.1%
Bachelors	339.3	80.2%	226,981.1	77.1%
Masters	75.0	7.7%	62,637.1	13.3%
Doctorate	1.0	0.2%	1,463.7	0.5%
Teachers by Years of Experience:				
Beginning Teachers	7.8	4.2%	22,648.6	7.7%
1-5 Years Experience	109.0	5.8%	84,482.3	8.7%
6-10 Years Experience	0.4	9.0%	57,027.2	9.4%
11-20 Years Experience	113.9	16.9%	72,100.3	4.5%
Over 20 Years Experience	101.9	4.1%	57,999.8	9.7%
Number of Students per Teacher:	15.1	n/a	14.9	n/a

District Name: LEBURNE SD
County Name: OHNSON I
District #: 126903

T E X U A T I O N A L S
A d m i n i s t r a t i v e
2 004-05 District Profile

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STAFF	FORMATION (Continued)	District-----	State-----
N	average Years Experience of Teachers:	12.9 yrs.	.5 yrs.
A	average Years Experience of Teachers with District:	9 yrs.	.5 yrs.
A	average Teacher Salary by Years of Experience:		
A	(regular duties only)		
	Beginning Teachers	\$28,667	\$33,775
	1-5 Years Experience	\$34,674	\$35,706
	6-10 Years Experience	\$36,954	\$38,220
	11-20 Years Experience	\$44,312	\$43,501
	Over 20 Years Experience	\$52,038	\$51,215
A	average Actual Salaries (regular duties only):		
	Teachers	\$41,632	\$41,011
	Professional Support	\$47,794	\$48,820
	Campus Administration (School Leadership)	\$61,538	\$61,612
	Central Administration	\$88,292	\$76,324
T	Turnover Rate of Teachers:	15.2%	.1%
U	Instructional Staff Percent:	64.2%	.8%
I	CLUSIONS:		
E	ared Services Management Staff:		
S	Professional Staff	0 0	1 ,376.5
H	Educational Aides	0 0	311.9
	Auxiliary Staff	0 0	886.4
C	Contracted Instructional Staff:	0 2.0	2 ,829.4

* For more details on this is Chapter 4 measure, please go to http://www.tea.state.tx.us/school.finance/audit/instexp_ratio.html.

District Name: LEBURNE SD
 County Name: CHENSON I
 District #: 126903

T E X A S U A T I O N E C Y
 Address Excellence Indicator System
 2004-05 District Profile

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TAX INFORMATION (CALENDAR YEAR 2004)				-----District-----				-----State-----			
		Amount	Percent/Rate	Amount	Percent/Rate	Amount	Percent/Rate	Amount	Percent/Rate	Amount	Percent/Rate
Adopted Tax Rate											
Maintenance and Operation		/a	\$1.500	/a		/a		/a		/a	1.447
Interest on Sinking Fund		n/a	\$0.187	n/a		n/a		n/a		n/a	0.112
Total Rate (sum of above)		n	\$1.687	n		n		n		n	1.559
Standardized Local Tax Base (comptroller valuation)											
Value (after exemptions)		\$	500,634,663	/a		\$1,123,632,795,591		n/a		n/a	
Value per Pupil		\$	234,218	n/a		\$	260,579	n/a		n/a	
Value by Category											
Business		\$812,107,871	.1%			436,415,295,120		3		4.0%	
Residential		\$754,575,819	.8%			\$	700,084,952,458	5		4.6%	
Land		\$157,249,700	.9%			\$	\$84,427,095,405	5		6.6%	
Oil and Gas		\$18,819,300	.1%			\$	\$51,889,539,655	4		4.0%	
Other		\$20,698,437	.2%			\$	\$9,281,659,115	0		0.7%	
FUND BALANCE INFORMATION											
Fund Balance End of Year 2003-04 (audited)		\$	7,803,321	/a		\$4,899,116,058		n/a		n/a	
Percent of Total Budgeted Expenditures (2004-05)		n/a	.4%	n/a		n/a		16.8%		16.8%	
ACTUAL REVENUE INFORMATION (2003-04)											
General Fund		\$	50,910	Percent		Student		All Funds		Percent	
Total Revenues		\$38,289,916	00.0%	\$5,971		\$	7,642	4,924,503,630		100.0%	
Local Tax		\$21,089,872	55.1%	\$3,289		\$	3,733	6,354,481,518		46.8%	
Other Local & Intermediate		\$757,968	2.0%	\$118		\$	258	1,609,513,075		6%	
State		\$16,391,166	42.8%	\$2,556		\$	928	3,379,677,486		48.3%	
Federal		\$	50,910	0.1%	\$	8	\$	3,580,831,551		10.3%	
Equity Transfers (excluded from revenues)		\$	0	n/a	\$	0	\$	1,065,593,638		n/a	
ACTUAL EXPENDITURE INFORMATION (2003-04)											
By Object:											
Total Expenditures		\$38,219,015	00.0%	\$5,960		\$	7,752	8,436,673,980		100.0%	
Payroll Costs		\$30,142,145	78.9%	\$4,700		\$	5,288	4,660,620,238		64.2%	
Other Operating Costs		\$6,201,693	16.2%	\$967		\$	1,344	6,354,100,489		16.5%	
Debt Service		\$447,987	1.2%	\$70		\$	761	2,991,921,342		8%	
Capital Outlay		\$1,427,190	3.7%	\$223		\$	359	4,430,031,911		71.5%	

Th \$0.112 includes 301 districts with an interest rate of \$0.000. Among districts with tax rates, the state average is \$0.157.

District Name: LEBURNE SD
County Name: CHENSON I
District #: 126903

T E X A S U A T I O N A L E C Y
c a d e m i c E x c e l l e n c e I n d i c a t o r S y s t e m
A 2 004-05 District Profile

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ACTUAL EXPENDITURE INFORMATION (continued)

By Function, Objects 6100-6400 nly):

	General Fund	Percent	Per Student	All Funds	Percent	Per Student	All Funds	Percent	Per Student
TOTAL Operating Expenditures	\$36,180,087	00.0%	\$5,642	\$42,126,451	0.0%	\$6,569	\$0,539,587,274	100.0%	\$7,084
Instruction (11,95)	\$22,765,543	62.3%	\$3,550	\$25,802,103	1.2%	\$4,023	\$7,690,001,678	57.9%	\$4,103
Instructional-Related services (12,13)	\$483,205	1.3%	\$75	\$732,742	1.7%	\$114	\$1,093,480,229	3.6%	\$254
Instructional Leadership (21)	\$1,211,411	3.3%	\$189	\$1,349,926	3.2%	\$210	\$476,825,380	3.6%	\$111
School Leadership (23)	\$2,033,091	5.6%	\$317	\$2,065,690	4.9%	\$322	\$1,722,572,907	1.6%	\$400
Supports services-Student (31,32,33)	\$1,159,887	3.2%	\$181	\$1,436,518	3.4%	\$224	\$1,467,626,210	5.8%	\$340
Students transportation (34)	\$1,214,435	3.4%	\$189	\$1,233,391	2.9%	\$192	\$819,366,779	4.7%	\$190
Food Services (35)	0	0.0%	\$0	\$2,120,513	5.0%	\$331	\$1,594,771,255	2.2%	\$370
Curricular activities (36)	\$1,125,870	3.1%	\$175	\$1,131,567	2.7%	\$176	\$771,194,528	5.5%	\$179
Central Administration (41,92)	\$1,556,553	4.3%	\$243	\$1,562,827	3.7%	\$244	\$1,103,673,044	2.6%	\$256
Plant Maintenance and Operations (51)	\$4,383,927	12.1%	\$684	\$4,425,659	0.5%	\$690	\$3,182,941,823	10.4%	\$738
Security and Monitoring Services (52)	\$88,555	0.2%	\$14	\$92,105	0.2%	\$14	\$206,439,567	0.7%	\$48
Data Processing services (53)	\$158,410	0.4%	\$25	\$173,410	0.4%	\$27	\$410,466,374	1.3%	\$95
Community Services (61)	\$163,751	n/a	\$26	\$405,109	n/a	\$63	\$199,963,897	7.4%	\$46
Equity Transfers (excluded from expenditures)	\$0	n/a	\$0	\$0	n/a	\$0	\$1,065,593,638	7.4%	\$247
Instructional Expenditure Ratio* (11,12,13,31)		65.4%						.6%	

ACTUAL PROGRAM EXPENDITURE INFORMATION

TOTAL Operating Expenditures	\$28,289,705	00.0%	\$4,411	\$32,009,830	0.0%	\$4,991	\$2,948,481,650	100.0%	\$5,323
Bilingual/ESL Education (25)	\$1,424,236	5.0%	\$222	\$1,597,123	5.0%	\$249	\$965,336,115	4.2%	\$224
Career & Technology Education (22)	\$995,105	3.5%	\$155	\$1,075,004	3.4%	\$168	\$842,895,004	4.7%	\$196
Accelerated Education (24,30)	\$1,645,354	5.8%	\$257	\$3,780,467	1.8%	\$590	\$2,754,485,390	12.0%	\$639
Gifted & Talented Education (21)	\$450,554	1.6%	\$70	\$454,015	1.4%	\$71	\$367,749,046	6.6%	\$85
Regular Education (11)	\$18,659,814	66.0%	\$2,910	\$18,937,881	9.2%	\$2,953	\$3,493,936,532	18.8%	\$3,130
Special Education (23)	\$4,144,518	14.7%	\$646	\$5,189,686	6.2%	\$809	\$3,729,870,123	16.3%	\$865
Athletics/Related Activities (91)	\$970,124	3.4%	\$151	\$975,654	3.0%	\$152	\$532,584,104	3.3%	\$124
Other (26,27,28,29)	\$0	0.0%	\$0	\$0	0.0%	\$0	\$261,625,336	1.1%	\$61

* For more details on this Chapter 44 measure, please go to http://www.tea.state.tx.us/school finance/audit/instexp_ratio.html.

District Name: LEBURNE SD
 County Name: JOHNSON I
 District #: 126903

T E X A U A T I O N E C Y
 A cademic Excellence Indicator System
 2 004-05 District Profile

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PROGRAM INFORMATION

		-----District-----		-----State-----	
Student Enrollment	Program:	Count	Percent	Count	Percent
Bilingual/ESL	Education	807	.6%	6	31,534
Career & Technology	Education	899	.0%	8	92,018
Gifted & Talented	Education	855	.3%	3	37,650
Special Education		400	.2%	5	06,391
Teachers (population served):					
Bilingual/ESL	Education	44.4	.5%	24,790.4	8.4%
Career & Technology	Education	16.0	.8%	11,787.1	4.0%
Compensatory Education		20.5	.3%	8,582.8	3.1%
Gifted & Talented	Education	7.9	.4%	2,452.8	2.2%
Regular Education		85.2	.4%	264,670.0	9.6%
Special Education		2	.0%	30,200.8	0.3%
Other		10.8	.5%	7,374.4	2.5%

? Indicates that the data for this item are statistically improbable, or were reported outside a reasonable range.
 - indicates observations reported for this group.
 n/a indicates data reporting is not applicable for this group.

FCC Form 471	Do not write in this area.	Approval by OMB 3060-0806				
Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471 Estimated Average Burden Hours per Response: 4 hours This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services. Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.) The instructions include information on the deadlines for filing this application.						
<table style="width: 100%;"> <tr> <td style="width: 40%;"> Applicant's Form Identifier (Create your own code to identify THIS form 471) </td> <td style="width: 20%;">TelInt05</td> <td style="width: 20%;"> Form 471 Application# (To be assigned by administrator) </td> <td style="width: 20%; text-align: right;">449621</td> </tr> </table>			Applicant's Form Identifier (Create your own code to identify THIS form 471)	TelInt05	Form 471 Application# (To be assigned by administrator)	449621
Applicant's Form Identifier (Create your own code to identify THIS form 471)	TelInt05	Form 471 Application# (To be assigned by administrator)	449621			
Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)						
1 a	Name of Billed Entity	CLEBURNE INDEP SCHOOL DISTRICT				
2 a	Funding Year: July 1,	2005 Through June 30: 2006	Billed Entity Number: 140850			
4 a	Street Address, P.O. Box, or Routing Number	505 N. RIDGEWAY DRIVE				
	City	CLEBURNE				
	State	TX	Zip Code 76033 5118			
5 a	Type of Application	<input type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium <input type="checkbox"/> Check here if any members of this consortium are ineligible or non-governmental entities				
6	Contact Person's Name	Jerry Smith				
First, if the Contact Person's Street Address is the same as in Item 4, check this box. <input type="checkbox"/> If not, please complete the entries for the Street Address below.						
b	Street Address, P.O. Box, or Routing Number	505 N. RIDGEWAY DRIVE				
	City	CLEBURNE				
	State	TX	Zip Code 76033 5118			

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FCC Form 471 - November 2004

Entity Number	140850	Applicant's Form Identifier	TelInt05
Contact Person	Jerry Smith	Phone Number	817-202-1138
This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471. Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.			
Block 2: Impact of Services Ordered on Schools			
IF THIS APPLICATION INCLUDES SCHOOLS...		BEFORE ORDER AFTER ORDER	

7a	Number of students to be served		6151
b	Telephone service: Number of classrooms with phone service	0	0
c	Dial-up Internet access: Number of connections (up to 56kbps)	0	0
d	Direct broadband services: Number of buildings served at the following speeds:		
	Less than 10 mbps	12	1
	Between 10 mbps and 200 mbps	0	0
	Greater than 200 mbps	3	15
e	Direct connections to the Internet: Number of drops	1600	2050
f	Number of classrooms with Internet access	226	226
g	Number of computers or other devices with Internet access	1300	1400

Block 3: Impact of Services Ordered on Libraries
NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Worksheet A No: 639909 **Student Count:** 6170
Weighted Product (Sum. Column 8): 4552.1 **Shared Discount:** 74%

1. School Name: ADAMS ELEMENTARY SCHOOL
2. Entity Number: 87246 **NCES:** 48 14310 916
3. Rural/Urban: Urban
4. Student Count: 307 **5. NSLP Students:** 203 **6. NSLP Students/Students:** 66.123%
7. Discount: 80% **8. Weighted Product:** 245.6
9. Pre-K/Adult Ed/Juv: N **10. Alt Disc Mech:** N

1. School Name: CLEBURNE HIGH SCHOOL
2. Entity Number: 87248 **NCES:** 48 14310 00917
3. Rural/Urban: Urban
4. Student Count: 1446 **5. NSLP Students:** 503 **6. NSLP Students/Students:** 34.785%
7. Discount: 60% **8. Weighted Product:** 867.6
9. Pre-K/Adult Ed/Juv: N **10. Alt Disc Mech:** N

1. School Name: CLEBURNE INTERMEDIATE
2. Entity Number: 231227 **NCES:** 48 14310 00921
3. Rural/Urban: Urban
4. Student Count: 921 **5. NSLP Students:** 479 **6. NSLP Students/Students:** 52.008%
7. Discount: 80% **8. Weighted Product:** 736.8
9. Pre-K/Adult Ed/Juv: N **10. Alt Disc Mech:** N

1. School Name: CLEBURNE MIDDLE SCHOOL
2. Entity Number: 87247 **NCES:** 48 14310 918
3. Rural/Urban: Urban
4. Student Count: 905 **5. NSLP Students:** 477 **6. NSLP Students/Students:** 52.707%
7. Discount: 80% **8. Weighted Product:** 724
9. Pre-K/Adult Ed/Juv: N **10. Alt Disc Mech:** N

1. School Name: COLEMAN ELEMENTARY SCHOOL
2. Entity Number: 87244 **NCES:** 48 14310 00919
3. Rural/Urban: Urban
4. Student Count: 492 **5. NSLP Students:** 316 **6. NSLP Students/Students:** 64.227%

7. Discount: 80% 8. Weighted Product: 393.6
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: COOK EARLY CHILDHOOD CENTER
2. Entity Number: 87238 NCES: 48 14310 00920
3. Rural/Urban: Urban
4. Student Count: 766 5. NSLP Students: 519 6. NSLP Students/Students: 67.754%
7. Discount: 80% 8. Weighted Product: 612.8
9. Pre-K/Adult Ed/Juv: Y 10. Alt Disc Mech: N

1. School Name: GERARD ELEMENTARY SCHOOL
2. Entity Number: 87245 NCES: 48 14310 06079
3. Rural/Urban: Urban
4. Student Count: 427 5. NSLP Students: 139 6. NSLP Students/Students: 32.552%
7. Discount: 50% 8. Weighted Product: 213.5
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: IRVING ELEMENTARY SCHOOL
2. Entity Number: 87239 NCES: 48 14310 00922
3. Rural/Urban: Urban
4. Student Count: 334 5. NSLP Students: 317 6. NSLP Students/Students: 94.910%
7. Discount: 90% 8. Weighted Product: 300.6
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: MARTI ELEMENTARY SCHOOL
2. Entity Number: 233646 NCES:
3. Rural/Urban: Urban
4. Student Count: 490 5. NSLP Students: 287 6. NSLP Students/Students: 58.571%
7. Discount: 80% 8. Weighted Product: 392
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: TEAM SCHOOL
2. Entity Number: 87243 NCES: 48 14310 01614
3. Rural/Urban: Urban
4. Student Count: 82 5. NSLP Students: 43 6. NSLP Students/Students: 52.439%
7. Discount: 80% 8. Weighted Product: 65.6
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

Block 5: Discount Funding Request(s)

FRN: 1242824 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143004662	14. Service Provider Name: Southwestern Bell Telephone Company
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 817-556-5625-180-0	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 1a	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$3,429.70	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$3,429.70	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$41,156.40	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00

23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g):	\$0.00
23i. Total program year pre-discount amount (23e + 23h):	\$41,156.40
23j. % discount (from Block 4):	74
23k. Funding Commitment Request (23i x 23j):	\$30,455.74

FRN: 1242825 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143004662	14. Service Provider Name: Southwestern Bell Telephone Company
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 817-202-1100-832-0	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 1b	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$5,638.90	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$5,638.90	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$67,666.80	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$67,666.80	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$50,073.43	

FRN: 1242830 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143004662	14. Service Provider Name: Southwestern Bell Telephone Company
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 817-163-1712-813-5	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 1c	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$1,003.05	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$1,003.05	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$12,036.60	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$12,036.60	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$8,907.08	

FRN: 1242833 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 906900000514448
13. SPIN: 143004662	14. Service Provider Name: Southwestern Bell Telephone Company

15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 817-162-1028-618-3	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 1d	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$528.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$528.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$6,336.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$6,336.00	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$4,688.64	

FRN: 1242834 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143004662	14. Service Provider Name: Southwestern Bell Telephone Company
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 817-645-2775-352-4	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 1e	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$29.58	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$29.58	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$354.96	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$354.96	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$262.67	

FRN: 1242839 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143008823	14. Service Provider Name: Southwestern Bell Communications Services
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 360297
15c. Covered under State Master Contract: Y	15d. FRN from Previous Year:
16a. Billing Account Number: 811693562	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date: 09/16/2003
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 01/06/2007	
21. Attachment #: 2b	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$760.67	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$760.67	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$9,128.04	

23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$.00	
23i. Total program year pre-discount amount (23e + 23h): \$9,128.04	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$6,754.75	

FRN: 1242840 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143000677	14. Service Provider Name: Verizon Wireless fka Cellco Partnership
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: H1776256	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 3a	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$123.28	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$123.28	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$1,479.36	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$.00	
23i. Total program year pre-discount amount (23e + 23h): \$1,479.36	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$1,094.73	

FRN: 1242841 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143011066	14. Service Provider Name: Progressive Concepts, Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 204297	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 4a	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$41.67	23b. Ineligible monthly amt.: \$7.93
23c. Eligible monthly amt.: \$33.74	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$404.88	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$.00	
23i. Total program year pre-discount amount (23e + 23h): \$404.88	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$299.61	

FRN: 1242842 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications	12. 470 Application Number: 906900000514448

Service	
13. SPIN: 143011066	14. Service Provider Name: Progressive Concepts, Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 129250	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 4b	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$48.23	23b. Ineligible monthly amt.: \$4.94
23c. Eligible monthly amt.: \$43.29	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$519.48	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$519.48	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$384.42	
FRN: 1242843 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143011066	14. Service Provider Name: Progressive Concepts, Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 118039	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 4c	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$43.81	23b. Ineligible monthly amt.: \$4.94
23c. Eligible monthly amt.: \$38.87	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$466.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$466.44	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$345.17	
FRN: 1242844 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143011066	14. Service Provider Name: Progressive Concepts, Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 43633	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 4d	22. Block 4 Worksheet No.: 639909

23a. Monthly Charges: \$63.10	23b. Ineligible monthly amt.: \$5.95
23c. Eligible monthly amt.: \$57.15	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$685.80	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$685.80	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$507.49	

FRN: 1242846	FCDL Date: 07/27/2005
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143025240	14. Service Provider Name: Cingular Wireless Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 342512025	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 5a	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$422.20	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$422.20	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$5,066.40	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$5,066.40	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$3,749.14	

FRN: 1242870	FCDL Date: 07/27/2005
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143025240	14. Service Provider Name: Cingular Wireless Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 342035527	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 5b	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$65.56	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$65.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$786.72	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$786.72	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$582.17	

FRN: 1242871	FCDL Date: 07/27/2005
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10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143025240	14. Service Provider Name: Cingular Wireless Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 337227777	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 5c	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$79.21	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$79.21	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$950.52	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$950.52	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$703.38	

FRN: 1242872 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143025240	14. Service Provider Name: Cingular Wireless Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 342841761	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date:
19a. Service Start Date: 07/01/2005	19b. Service End Date: 06/30/2006
20. Contract Expiration Date:	
21. Attachment #: 5d	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$17.18	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$17.18	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$206.16	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$206.16	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$152.56	

FRN: 1242874 FCDL Date: 07/27/2005	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 906900000514448
13. SPIN: 143005817	14. Service Provider Name: Charter Communications
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 1
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date: 01/26/2005
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 06/30/2006	
21. Attachment #: 6	22. Block 4 Worksheet No.: 639909

23a. Monthly Charges: \$899.99	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$899.99	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$10,799.88	
23f. Annual non-recurring (one-time) charges: \$500.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$500.00	
23i. Total program year pre-discount amount (23e + 23h): \$11,299.88	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$8,361.91	

FRN: 1242875	FCDL Date: 07/27/2005
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 906900000514448
13. SPIN: 143027626	14. Service Provider Name: Charter Fiberlink TX-CCO, LLC
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 2
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/27/2004	18. Contract Award Date: 01/27/2005
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 06/30/2006	
21. Attachment #: 7	22. Block 4 Worksheet No.: 639909
23a. Monthly Charges: \$8,580.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$8,580.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$102,960.00	
23f. Annual non-recurring (one-time) charges: \$44,000.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$44,000.00	
23i. Total program year pre-discount amount (23e + 23h): \$146,960.00	
23j. % discount (from Block 4): 74	
23k. Funding Commitment Request (23i x 23j): \$108,750.40	

Block 6: Certifications and Signature

Application ID:449621

Do not write in this area.

Entity Number	140850	Applicant's Form Identifier	TelInt05
Contact Person	Jerry Smith	Phone Number	817-202-1138

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary

schools, colleges, or universities

25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23l on all Block 5 Discount Funding Requests.)	\$305,504.44
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$226,073.29
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$79,431.15
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$162,339.39
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$241,770.54
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):
- a. ☐ an individual technology plan for using the services requested in this application; and/or
- b. ☒ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.
30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and

libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date 1/28/05

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

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